

CITY OF LONGVIEW

LONGVIEW, TEXAS

Specifications and Contract Documents

for:
**TRAFFIC SIGNAL INSTALLATIONS AT E HAWKINS
PKWY & GOOD SHEPHERD WAY**

Prepared by:

CW Engineering, LLC

613 Shelley Park Plaza, Suite 100

Tyler, Texas 75701



James G. Cowart
7-15-20
Firm # 12460

**TRAFFIC SIGNAL INSTALLATION AT
E HAWKINS PKWY & GOOD SHEPHERD WAY
LONGVIEW, TEXAS**

The enclosed Specifications in this document have been selected by me, or under my responsible supervision, as being applicable to this project.



James G. Cowart, P.E.

7-12-2020

Date

PROPOSAL FORMS,
CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR

**TRAFFIC SIGNAL INSTALLATIONS AT
E HAWKINS PKWY & GOOD SHEPHERD WAY**

FOR THE
CITY OF LONGVIEW, TEXAS

Prepared by CW Engineering, LLC
Tyler, Texas

Mayor: Andy Mack

City Manager: Keith Bonds

City Council: Ed Moore
Nona Snoddy
Wray Wade
Kristen Ishihara
David Wright
Steve Pirtle

City Engineer: Alton Bradley, P.E.

JULY 2020

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE OR FORM NO.</u>
Title Sheet	
Addenda	
Table of Contents	TC-1 thru TC-2
Advertisement for Bids	ADV-1
Notice to Bidders	NB-1
Information for Bidders	B-1 thru B-3
Bid Bond	
Statement of Qualifications	
Certificate of Final Completion	FC-1
Liquidated Damages Calculation	L-1
Proposal.....	P-1 thru P-11
Wage Rates	W-1 thru W-9
Vendor Compliance to State Law	VC-1
Standard Form of Agreement.....	SF-1 thru SF-2
Performance Bond	PB-1 thru PB-2
Payment Bond.....	PB-3 thru PB-4
Maintenance Bond	MB-1 thru MB-2
Certificate of Insurance	
General Conditions	G-1 thru G-18
Special Conditions	SP-1 thru SP-11
Separation of Materials Form	SM-1
House Bill 89 Verification Form	VF-1
Senate Bill 252 Verification Form.....	VF-2

Conflict of Interest Questionnaire.....	CI-1 thru CI-2
Instructions for House Bill 1295.....	HB-1 thru HB-2

TECHNICAL SPECIFICATIONS

Standard Specifications.....	TS-1
Special Specifications SS6002.....	1 thru 8
Special Specifications SS6077.....	1-4 thru 4-4
Special Specifications SS6090.....	1-3 thru 3-3

ADVERTISEMENT FOR BIDS

Sealed proposals addressed to Rolin McPhee, P.E., Director of Public Works, City of Longview, Texas, Public Works Service Center, 933 Mobile Drive, Longview, Texas 75604, will be received until 10:00 AM Thursday, August 06, 2020, for furnishing all labor, materials, equipment, supplies, and supervision necessary for the construction of **TRAFFIC SIGNAL INSTALLATIONS AT E HAWKINS PKWY AND GOOD SHEPHERD WAY** in Longview, Texas, in accordance with the specifications on file at 613 Shelley Park Plz, Tyler, Texas, 75701. At the time stated, bids will be opened and publicly read in the Public Works Training Room of the Public Works Service Center, 933 Mobile Drive, Longview, Texas 75604.

Plans and specifications may be examined without charge at <https://www.longviewtexas.gov/bids> or obtained for a purchase price of \$40.00 per set at the office of CW Engineering, LLC, 613 Shelley Park Plz, Tyler, Texas, 75701.

EEO/M/F/V/H/D.

Rolin McPhee, P.E.
DIRECTOR OF PUBLIC WORKS
CITY OF LONGVIEW, TEXAS

NOTICE TO BIDDERS OF THE INTENTION OF THE CITY OF LONGVIEW, TEXAS TO LET BIDS FOR THE CONSTRUCTION OF TRAFFIC SIGNAL INSTALLATION AT E HAWKINS PKWY AND GOOD SHEPHERD WAY

SEALED PROPOSALS addressed to Rolin McPhee, P.E., Director of Public Works, City of Longview, Texas, Public Works Service Center, 933 Mobile Drive, Longview, Texas 75604, will be received until **10:00 AM Thursday, August 06, 2020**, for furnishing all labor, materials, equipment, supplies, and supervision necessary for the construction of **TRAFFIC SIGNAL INSTALLATIONS AT E HAWKINS PKWY AND GOOD SHEPHERD WAY**, in accordance with the plans and specifications on file at CW Engineering, LLC, 613 Shelley Park Plz, Tyler, Texas 75701. At the time stated, bids will be opened and publicly read at the City of Longview, Texas, Public Works Service Center, 933 Mobile Drive, Longview, Texas 75604.

PLANS AND SPECIFICATIONS may be examined without charge at <https://www.longviewtexas.gov/bids> or obtained for a purchase price of \$40 per set at the office of **CW Engineering, LLC, 613 Shelley Park Plz, Tyler, Texas 75701**.

ALL BID PROPOSALS submitted should be marked clearly on the outside of the sealed envelope with the project name and bid opening time and date.

A CERTIFIED OR CASHIER'S CHECK, or an acceptable bid bond in an amount not less than five percent (5%) of the base bid shall accompany each bid as a guaranty that, if awarded the contract, the bidder will promptly enter into contract with the City of Longview, Texas and furnish bonds on the forms provided.

THE SUCCESSFUL BIDDER OR BIDDERS will be required to furnish a Performance Bond, Payment Bond, and Maintenance Bond, in the amount of the contract, written by a responsible surety company authorized to do business in the State of Texas, and satisfactory to the Owner as required by Article 5160 V.A.T.C.S.

BIDDERS ARE EXPECTED TO INSPECT the site of the work and to inform themselves of all local conditions. Time of completion shall be **(120)** calendar days, including Saturdays, Sundays, and legal holidays.

NO BID may be withdrawn after the scheduled closing time for receipt of bids for at least 90 calendar days.

IN CASE of ambiguity or lack of clearness stating the price in the bids, the Owner reserves the right to consider the most advantageous construction thereof or to reject the bid. The Owner reserves the right to reject any or all bids, waive any or all informalities, and to award the contract to the bidder or bidders who, in the opinion of the Owner, offers the proposal to the best interest of same.

EEO/M/F/V/H/D

**Rolin McPhee, P. E.
DIRECTOR OF PUBLIC WORKS
CITY OF LONGVIEW, TEXAS**

INFORMATION FOR BIDDERS

1. Receipt and Opening of Proposals. The City of Longview (Owner) invites Proposals to be submitted on the forms provided. Proposals will be received by the Owner at the Public Works Service Center, 933 Mobile Drive, Longview, Tx, 75604, until the time and date specified in the Notice to Bidders, and then at the stated time and place publicly opened and read aloud. Only the total amount of the bid will be read aloud, however, the Proposals will be open for public inspection immediately following the opening.

The Owner reserves the right to waive any informality and to reject any or all bids. Any Proposal received after the specified time will be returned to the Bidder unopened. No Proposal may be withdrawn within 90 days from the opening date. Conditional bids will not be considered.

2. Preparation of Proposals. Each Proposal must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the Proposal is submitted. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified.
3. Withdrawal or Modification of Bid. Prior to the bid opening, no Proposal may be withdrawn after 48 hours before the time of the bid opening. Any modification of any bid may be made under the same conditions as set forth for submitting a Proposal.
4. Qualifications of Bidders. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
5. Bid Security. Each Proposal must be accompanied by cash, certified check of the Bidder, or a bid bond duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the base bid. Such cash, checks or bid bonds will be returned to all except the three lowest Bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract, or if no award has been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

6. Liquidated Damages for Failure to Enter into Contract. The successful Bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 15 days after he has received notice of the acceptance of his Proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Proposal.
7. Time of Completion and Liquidated Damages. Bidder must agree to commence work within 10 days after the date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within the time stated in the Proposal. The bidder must agree to pay, as liquidated damages, the sum of \$490.00 for each consecutive calendar day thereafter as hereinafter provided for in the General Conditions.
8. Conditions of Work. Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provision of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
9. Addenda and Interpretation. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Public Works Engineering, 933 Mobile Drive Longview, Texas, 75604, and to be given consideration must be received at least five days prior to the date fixed for the opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by regular mail to all prospective bidders not later than two days prior to the date fixed for the opening of Proposals. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. Each Bidder shall check with Public Works Engineering at an appropriate time to determine that he or she has received all Addenda; failure to do so shall be the complete responsibility of the Bidder. All addenda so issued shall become part of the contract documents.
10. Security for Faithful Performance. Simultaneously with his delivery of the executed Contract, the Contractor shall furnish bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under Contract and furnishing materials in connection with Contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. In the case that the total bid is \$25,000. or less, the Contractor may elect not to furnish a Performance and Payment Bond; provided that it is understood and

agreed that no progress or monthly payment will be made and that final payment will be made following completion and acceptance by the City of the entire project.

11. Power of Attorney. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
12. Laws and Regulations. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full.
13. Obligation of Bidder. At the time of the opening of Proposals each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of his bid.
14. Certification of Completion. A Certificate of Completion, which is included in these contract documents, will be required in the final completion and acceptance of the project as provided in the General Conditions of Agreement Item 5.06.

**CITY OF LONGVIEW
PUBLIC WORKS DEPARTMENT**

CERTIFICATE OF FINAL COMPLETION OF:

**TRAFFIC SIGNAL INSTALLATION AT E HAWKINS PKWY & GOOD SHEPHERD
WAY**

CONTRACT DATED: _____

STATE OF TEXAS

COUNTY OF GREGG }

Before me, the undersigned authority, a Notary Public in and for Gregg County, Texas, on this day personally appeared _____ who, being by me duly sworn on his oath, says that he is/represents _____, the contractor who has performed a contract with the City of Longview for the construction of the work described above, and is duly authorized to make this affidavit; that he has personally examined the work described above as required by the specifications of the City of Longview attached to the contract; that said work and all items thereof have been completed and all known defects made good; that thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up, removed and disposed of; that all parts of the work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all the required work has been performed in accordance with the specifications, that rates of pay for all labor employed on said work have not been below the minimum set out in Labor Classification and Minimum Wage Scale in said Specifications and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus used in, on, or in connection with the work have been paid in full by the Contractor.

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public, Gregg County, Texas

This is to certify that I have thoroughly inspected the work performed by the above named contractor on the above described contract and find all things in accordance with the plans and specifications governing this work.

Inspector

Project Consulting Engineer

Liquidated Damages Calculation

PROJECT	Traffic Signal Installations at E Hawkins Pkwy and Good Shepherd Way		
C.I.P. PROJECT NO.		PROJECT MANAGER	Alton Bradley
CONTRACT NO.		PROJECT SPONSOR	
PREPARED BY	CW Engineering, LLC	DATE	August

ON-SITE PROJECT INSPECTION (CITY FORCES)

Engineer/Architect	0	hr/wk @	\$100.00 /hr =	\$0.00 /wk (+7) =	\$0.00 /day
Supervising Inspector	25	hr/wk @	\$50.00 /hr =	\$1,250.00 /wk (+7) =	\$178.57 /day
Inspector	0	hr/wk @	\$0.00 /hr =	\$0.00 /wk (+7) =	\$0.00 /day
Sub-Total =					\$178.57 /day
Overhead: .00 % of Sub-Total					\$178.57 /day

Overtime (over 40 Hours):

Supervising Inspector	0	hr/wk @	\$0.00 /hr =	\$0.00 /wk (+7) =	\$0.00 /day
Inspector	0	hr/wk @	\$0.00 /hr =	\$0.00 /wk (+7) =	\$0.00 /day
Sub-Total =					\$0.00 /day
Overhead: .00 % of Sub-Total					\$0.00 /day

Consulting Services:

Engineer/Architect (Private Sector)	12	hr/wk @	\$120.00 /hr =	\$1,440.00 /wk (+7) =	\$205.71 /day
Technician (Private Sector)	3	hr/wk @	\$80.00 /hr =	\$240.00 /wk (+7) =	\$34.29 /day

Project Managment

Project Manager (City)	4	hr/wk @	\$43.65 /hr =	\$174.60 /wk (+7) =	\$24.94 /day
Technician (City)	0	hr/wk @	\$24.33 /hr =	\$0.00 /wk (+7) =	\$0.00 /day
Sub-Total =					\$24.94 /day
Overhead: .00 % of Sub-Total					\$24.94 /day

INTEREST ON MONEY PAID TO THE CONTRACTOR, BUT NOT USABLE

Assuming 80% paid @ completion date:

Construction Cost		\$488,202.72
Total Paid (80%)		\$390,562.18
Daily Interest @ 0.0137 % of Total Paid: (or 5 annual interest rate):		\$42.96 /day
Loss of Revenue for Revenue Producing Projects		\$0.00 /day
Loss of Capital Recovery Fees		\$0.00 /day

Actual Expenses Incurred		\$0.00 /day
Equipment Rental		\$0.00 /day
Space Rental		\$0.00 /day

Total per Calendar Day \$486.48

USE \$490.00

PROPOSAL

ROLIN MCPHEE, P.E., DIRECTOR OF PUBLIC WORKS

PUBLIC WORKS SERVICE CENTER

933 MOBILE DRIVE

LONGVIEW, TX 75604

TRAFFIC SIGNAL INSTALLATION AT E HAWKINS PKWY & GOOD SHEPHERD WAY

10:00 AM Thursday, August 06, 2020 (BID OPENING)

Proposal of _____,
(hereinafter called "Bidder"), a corporation, organized and existing under the laws of the
State of _____ a partnership, or an individual doing business as
_____ (strike out inapplicable terms).

TO THE CITY OF LONGVIEW, TEXAS (OWNER):

The undersigned bidder, in response to the Notice to Bidders for the construction of the above project and in conformance with the Information for Bidders; having examined the plans, specifications, related documents and the site of the proposed work; being familiar with all of the conditions relating to the construction of the proposed project, including the availability of materials and labor; hereby proposes to furnish all labor, materials, supplies, equipment, and superintendence necessary for the construction of the project in accordance with the plans, specifications, and contract documents at the unit prices proposed herein.

The undersigned Bidder proposes, acknowledges, and agrees to construct the entire project as shown on the plans, fully in accordance with the requirements of the plans, specifications, and contract documents for the prices included in this Proposal and fully understands and agrees that the various items of material, labor, and construction not specifically enumerated and provided for herein are considered subsidiary to the several items for which this direct payment is specifically provided. Furthermore, the undersigned agrees that one such subsidiary item is the protection, maintenance, repair, or replacement of all underground lines and services, whether shown on the plans or not, all to the full satisfaction of the Engineer and in a timely manner.

PROPOSAL: TRAFFIC SIGNAL INSTALLATION AT E HAWKINS PKWY & GOOD SHEPHERD WAY

Accompanying this proposal is a BIDDER'S BOND, CERTIFIED CHECK, or CASHIER'S CHECK payable to the CITY OF LONGVIEW for:

(Dollars and _____ Cents) (\$_____)

The undersigned Bidder hereby agrees to begin work under the contract on or before the date to be specified in the written Notice to Proceed and to fully complete the project

within **(120)** consecutive calendar days. The undersigned Bidder further agrees to pay, as liquidated damages, the sum of **\$490.00** for each consecutive calendar day thereafter as provided in Item 7 of the Information for Bidders.

The undersigned Bidder has contacted, within 72 hours prior to this bid opening, the office of the ENGINEER/ARCHITECT and has determined that all Addenda are as follows:

Addendum No. 1, dated _____; _____
Addendum No. 2, dated _____; _____

The undersigned Bidder acknowledges and agrees that this Proposal shall be good and may not be withdrawn for a period of 90 calendar days from the date of this bid opening.

The undersigned Bidder is obligated to and shall show accurate unit prices as well as total amounts, and agrees that in the case of ambiguity between unit prices and total amounts or in the case of any other ambiguity the Owner may interpret an ambiguity in a manner most advantageous to the Owner or reject the bid.

The undersigned Bidder further acknowledges and agrees that a bid that has been opened may not be changed for the purpose of correcting an error in the final bid price.

The undersigned Bidder agrees to execute the Contract Agreement and furnish the required Performance Bond, Payment Bond, and Maintenance Bond within 15 calendar days from the date of acceptance of the Proposal.

The undersigned Bidder has attached and made a part of this Proposal a bid security in conformance with Item 5 of the Information for Bidders.

Submitted by:

_____ (Firm)	_____ (Signature)
_____ (Name - Typed or Printed)	_____ (Address)
_____ (Title)	_____ (City,County,State,Zip Code)
_____ (Area Code-Telephone Number)	_____ (Attest - Date)
_____ (Fax Number)	_____ (Corporation Seal)

BASE BID ITEMS

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
100	6.200	STA	PREP ROW	\$ _____	\$ _____
104-A	491.000	SY	REMOVING CONC DRIVEWAYS & BUS STOP	\$ _____	\$ _____
104-B	1278.000	LF	REMOVING CONC (CURB OR CURB & GUTTER)	\$ _____	\$ _____
112	8.390	STA	SUBGRADE WIDENING	\$ _____	\$ _____
162	1864.000	SY	BLOCK SODDING	\$ _____	\$ _____
344-A	401.000	TON	SUPERPAVE SP-B PG 64-22 (9")	\$ _____	\$ _____
344-B	67.000	TON	SUPERPAVE SP-D SAC-A PG 70-22 (1.5")	\$ _____	\$ _____
416-A	22.000	LF	DRILLED SHAFT (30 IN)	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
416-B	26.000	LF	DRILLED SHAFT (36 IN)	\$ _____	\$ _____
464	16.000	LF	RC PIPE (CL III) (18")	\$ _____	\$ _____
465-A	1.000	EA	INLET COMPLETE (CURB & GRATE) (5')	\$ _____	\$ _____
465-B	1.000	EA	INLET COMPLETE CURB & GRATE) (10')	\$ _____	\$ _____
479	3.000	EA	ADJUSTING INLET CAP	\$ _____	\$ _____
500	1.000	LS	MOBILIZATION (7%)	\$ _____	\$ _____
502	4.000	MO	BARRICADES, SIGNS AND TRAF HANDLE	\$ _____	\$ _____
529-A	1680.000	LF	CONC CURB (C&G) (TY II)	\$ _____	\$ _____
529-B	131.000	LF	CONC CURB (MONO) (TY II)	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
530	232.000	SY	INTERSECTIONS DRIVEWAYS AND TURNOUTS	\$ _____	\$ _____
531-A	5.000	SY	SIDEWALK (BUS STOP)	\$ _____	\$ _____
531-B	49.000	SY	CONC SIDEWALK (RAMP)	\$ _____	\$ _____
540	28.000	LF	MTL W-BEAM GD FEN (TIM POST)	\$ _____	\$ _____
542-A	76.000	LF	REMOVE METAL BEAM GUARD FENCE	\$ _____	\$ _____
542-B	1.000	EA	REMOVE TERMINAL ANCHOR SECTION	\$ _____	\$ _____
544	1.000	EA	GUARDRAIL END TREATMENT	\$ _____	\$ _____
618-A	173.000	LF	CONDT (PVC) (SCHD 40)(3")(TRENCH)	\$ _____	\$ _____
618-B	20.000	LF	CONDT (PVC) (SCHD 40)(4")(TRENCH)	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
618-C	263.000	LF	CONDT (PVC) (SCHD 80) (3") (BORE)	\$ _____	\$ _____
620-A	390.000	LF	ELEC CONDR (NO. 6) BARE	\$ _____	\$ _____
620-B	68.000	LF	ELEC CONDR (NO. 6) INSULATED	\$ _____	\$ _____
620-C	748.000	LF	ELEC CONDR (NO. 8) INSULATED	\$ _____	\$ _____
624-A	2.000	EA	GROUND BOX TY A W / APRON	\$ _____	\$ _____
624-B	2.000	EA	GROUND BOX TY D W / APRON	\$ _____	\$ _____
628	1.000	EA	ELECTRICAL SERVICE TY D(120/240)070(NS)SS(E)SP(O)	\$ _____	\$ _____
644-A	3.000	EA	REMOVE SM RD SN SUP & AM	\$ _____	\$ _____
644-B	2.000	EA	IN SM RD SN SUP & AM TY TWT (1) WS (P)	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
662-A	150.000	LF	WK ZN PAV MRK SHT TERM RMV (W) (4")	\$_____	\$_____
662-B	428.000	LF	WK ZN PAV MRK SHT TERM RMV (Y) (4")	\$_____	\$_____
666-A	360.000	LF	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	\$_____	\$_____
666-B	200.000	LF	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	\$_____	\$_____
666-C	135.000	LF	REFL PAV MRK TY I (W) (24") (SLD)(100MIL)	\$_____	\$_____
666-D	2070.000	LF	RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL)	\$_____	\$_____
666-E	355.000	LF	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	\$_____	\$_____
666-F	145.000	LF	RE PM W/RET REQ TY I (Y) 12" (SLD) (100MIL)	\$_____	\$_____
668-A	4.000	EA	PREFAB PAV MRK TY C (W) (ARROW)	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
668-B	3.000	EA	PREFAB PAV MRK TY C (W) (WORD)	\$_____	\$_____
672-A	32.000	EA	REFL PAV MRKR TY I-C	\$_____	\$_____
672-B	82.000	EA	REFL PAV MRKR TY II-A-A	\$_____	\$_____
677-A	3357.000	LF	ELIM EXT PAV MRK & MRKS (4")	\$_____	\$_____
678-A	2430.000	LF	PAV SURF PREP FOR MRK (4")	\$_____	\$_____
678-B	200.000	LF	PAV SURF PREP FOR MRK (8")	\$_____	\$_____
678-C	500.000	LF	PAV SURF PREP FOR MRK (12")	\$_____	\$_____
678-D	135.000	LF	PAV SURF PREP FOR MRK (24")	\$_____	\$_____
678-E	4.000	EA	PAV SURF PREP FOR MRK (ARROW)	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
678-F	3.000	EA	PAV SURF PREP FOR MRK (WORD)	\$ _____	\$ _____
680	1.000	EA	INSTALL HWY TRF SIG (ISOLATED)	\$ _____	\$ _____
682-A	6.000	EA	BACK PLATE (12 IN) (3 SEC)	\$ _____	\$ _____
682-B	4.000	EA	BACK PLATE (12 IN) (4 SEC)	\$ _____	\$ _____
682-C	4.000	EA	VEH SIG SEC (12 IN) LED (GRN ARW)	\$ _____	\$ _____
682-D	8.000	EA	VEH SIG SEC (12 IN) LED (GRN)	\$ _____	\$ _____
682-E	4.000	EA	VEH SIG SEC (12 IN) LED (YEL ARW)	\$ _____	\$ _____
682-F	8.000	EA	VEH SIG SEC (12 IN) LED (YEL)	\$ _____	\$ _____
682-G	2.000	EA	VEH SIG SEC (12 IN) LED (RED ARROW)	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
682-H	8.000	EA	VEH SIG SEC (12 IN) LED (RED)	\$_____	\$_____
682-I	6.000	EA	PED SIG SEC (12 IN) LED (COUNTDOWN)	\$_____	\$_____
684-A	1161.000	LF	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	\$_____	\$_____
684-B	1221.000	LF	TRF SIG CBL (TY A) (12 AWG) (4 CONDR)	\$_____	\$_____
684-C	1225.000	LF	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	\$_____	\$_____
684-D	948.000	LF	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	\$_____	\$_____
686-A	2.000	EA	INS TRF SIG PL AM(S) 1 ARM (32') LUM	\$_____	\$_____
686-B	2.000	EA	INS TRF SIG PL AM(S) 1 ARM (36') LUM	\$_____	\$_____
688	6.000	EA	PED DETECTOR PUSH BTN (STANDARD)	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
6002-A	1.000	EA	VIVDS PROCESSOR SYSTEM	\$ _____	\$ _____
6002-B	4.000	EA	VIVDS CAMERA ASSEMBLY	\$ _____	\$ _____
6002-C	1.000	EA	VIVDS SET-UP SYSTEM	\$ _____	\$ _____
6002-D	925.000	LF	VIVDS COMMUNICATION CABLE (COAXIAL)	\$ _____	\$ _____
6058	1.000	EA	BBU SYSTEM (EXTERNAL BATT CABINET)	\$ _____	\$ _____
6077	1.000	EA	INTEGRATED RADIO COMMUNICATION	\$ _____	\$ _____
6090	4.000	EA	LED STREET SIGN	\$ _____	\$ _____
9000	4.000	EA	FURNISH & INSTALL LED LUMINAIRES	\$ _____	\$ _____
XXXX		LS	DISCRETIONARY ALLOWANCE	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>

"General Decision Number: TX20200004 01/03/2020

Superseded General Decision Number: TX20190004

State: Texas

Construction Types: Heavy and Highway

Counties: Bowie, Gregg, Rusk, Smith and Upshur Counties
in
Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set

forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,
 if it is higher than the conformed wage rate). The EO minimum
 wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of
 contracts
 entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts,
 including those set forth at 29 CFR 5.1(a)(2)-(60). Additional
 information on contractor requirements and worker protections
 under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUTX2011-004 08/02/2011

	Rates
Fringes	
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 13.16
ELECTRICIAN.....	\$ 19.87
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 13.93
Structures.....	\$ 13.38
LABORER Asphalt Raker.....	\$ 12.02
Flagger.....	\$ 8.50
Laborer, Common.....	\$ 10.08

Laborer, Utility.....	\$ 12.70
Pipelayer.....	\$ 14.64
Work Zone Barricade	
Servicer.....	\$ 11.46

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....	\$ 13.88
Asphalt Paving Machine.....	\$ 12.35
Broom or Sweeper.....	\$ 10.08
Crane, Lattice Boom 80	
tons or less.....	\$ 13.85
Crawler Tractor.....	\$ 13.62
Excavator 50,000 pounds or	
less.....	\$ 13.67
Excavator Operator over	
50,000 pounds.....	\$ 13.52
Foundation Drill, Truck	
Mounted.....	\$ 22.05
Front End Loader , over 3	
cy.....	\$ 12.33
Front End Loader, 3 cy or	
less.....	\$ 13.40
Loader/Backhoe.....	\$ 12.97
Mechanic.....	\$ 17.47
Milling Machine.....	\$ 12.22
Motor Grader, Fine Grade....	\$ 16.88
Motor Grader, Rough.....	\$ 15.83
Pavement Marking Machine....	\$ 13.10
Roller, Asphalt.....	\$ 11.96
Roller, Other.....	\$ 10.44
Scraper.....	\$ 10.85
Spreader Box.....	\$ 13.12

Servicer.....	\$ 14.11
---------------	----------

Steel Worker (Reinforcing).....	\$ 17.53
---------------------------------	----------

TRUCK DRIVER

Lowboy-Float.....	\$ 13.41
Off-Road Hauler.....	\$ 10.08
Single Axle.....	\$ 10.75
Single or Tandem Axle Dump..	\$ 11.95
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.50

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
=====

Note: Executive Order (EO) 13706, Establishing Paid
Sick Leave
for Federal Contractors applies to all contracts
subject to the
Davis-Bacon Act for which the contract is awarded (and
any
solicitation was issued) on or after January 1, 2017.
If this
contract is covered by the EO, the contractor must
provide
employees with 1 hour of paid sick leave for every 30
hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for
their
own illness, injury or other health-related needs,
including
preventive care; to assist a family member (or person
who is
like family to the employee) who is ill, injured, or
has other
health-related needs, including preventive care; or for
reasons
resulting from, or to assist a family member (or person
who is
like family to the employee) who is a victim of,
domestic
violence, sexual assault, or stalking. Additional
information
on contractor requirements and worker protections under
the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included
within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey.

Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter?
This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
=====

END OF GENERAL DECISION

"

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to under bid a non-resident bidder in order to obtain a comparable contract in the state in which the non-residents principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____ (insert state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (insert state), our principal place of business, are not required to underbid resident bidders.

- B. _____ Our principal place of business or corporate offices are in the State of Texas.

BIDDER:

(company)

By: _____
(signature)

(address)

(print name)

(city, state, zip)

(title)

THIS FORM MUST BE INCLUDED WITH YOUR SEALED BID

STANDARD FORM OF AGREEMENT

Approved as to Legal Form by
City of Longview Legal Counsel

STATE OF TEXAS }
COUNTY OF GREGG }

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 20____, by and between the City of Longview of the County of Gregg and State of Texas, acting through its _____ City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____, of the City of _____, County of _____ and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

TRAFFIC SIGNAL INSTALLATION AT E HAWKINS PKWY & GOOD SHEPHERD WAY

and all extra work in connection therewith, under the terms as stated in this Standard Form of Agreement; all of the documents attached to this Standard Form of Agreement; all Plans, Specifications and drawings for the TRAFFIC SIGNAL INSTALLATION AT E HAWKINS PKWY & GOOD SHEPHERD WAY, as prepared by the OWNER's engineer (herein entitled "ENGINEER"); and all printed or written explanatory materials of said Plans, Specifications and drawings. The CONTRACTOR hereby agrees with the OWNER that the CONTRACTOR shall commence and complete all such construction and work at the CONTRACTOR's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction and work.

The documents that are attached to and for all purposes made part of this Standard Form of Agreement include the Advertisement for Bids, Notice to Bidders, Information for Bidders, Bid Bond, Statement of Qualifications, Certificate of Final Completion, Liquidated Damages Calculation, Proposal, Wage Rates, Vendor Compliance to State Law, Standard Form of Agreement, Performance Bond, Payment Bond, Maintenance Bond, Certificate of Insurance, General Conditions, Special Conditions, Separation of Materials Form, House Bill 89 Verification Form, Senate Bill 252 Verification Form, Conflict of Interests Questionnaire, Instructions for House Bill 1295, Standard Specifications, Special Specifications SS6002, Special Specifications SS6077 and Special Specifications SS6090. This agreement shall also include all Plans, Specifications and drawings for the TRAFFIC SIGNAL INSTALLATIONS AT E HAWKINS PKWY & GOOD SHEPHERD WAY, as prepared by the ENGINEER, and all printed or written explanatory materials of said Plans, Specifications and drawings. This Standard Form of Agreement and the documents listed herein shall collectively evidence and constitute the entire contract between the parties hereto regarding the subject matter hereof.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to complete the same within **120** calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions of Agreement.

CONTRACTOR's failure to timely commence work or diligently pursue completion of the work within the time limitations set out herein shall constitute a material breach of this contract. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.**

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the Proposal, which forms a part of this contract, such payments to be subject to the terms and conditions of this contract, including without limitation the General and Special Conditions of Agreement.

Without regard to and notwithstanding any rules on conflicts of law, this contract shall be subject to and interpreted in conformance with the laws of the State of Texas, unless expressly required otherwise by federal law or regulations. Venue for any action arising hereunder shall lie exclusively in Gregg County, Texas, for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

By:_____

By:_____

ATTEST:

ATTEST:

(Seal)

(Seal)

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF GREGG

KNOW ALL MEN BY THESE PRESENTS: That
_____ of the City of
_____ County of _____, and State of
, as principal, and
_____ authorized under the laws of the
State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of
Longview, Texas (Owner), in the penal sum of:
_____ Dollars (\$_____) for the
payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____, 20____, to
complete

TRAFFIC SIGNAL INSTALLATION AT E HAWKINS PKWY AND GOOD SHEPHERD WAY

which contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully
observe and perform all and singular the covenants, conditions and agreements in and by said
contract agreed and covenanted by the Principal to be observed and performed, and according to
the true intent and meaning of said Contract and the Plans and Specifications hereto annexed,
then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of
Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall
be determined in accordance with the provisions of said Chapter to the same extent as if it were
copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work performed thereunder, or the
plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is: _____

PAYMENT BOND

STATE OF TEXAS
COUNTY OF GREGG

KNOW ALL MEN BY THESE PRESENTS: That _____
of the City of _____ County of _____,
and State of _____, as principal, and
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held
and firmly bound unto the City of Longview, Texas (Owner), in the penal sum
of: _____
_____ Dollars (\$
) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____, 20____, to
construct

TRAFFIC SIGNAL INSTALLATION AT E HAWKINS PKWY AND GOOD SHEPHERD WAY

which contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall pay all claimants supplying labor and material to him or a subcontractor in
the prosecution of the work provided for in said contract, then, this obligation shall be void;
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of
Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall
be determined in accordance with the provisions of said Chapter to the same extent as if it were
copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work performed thereunder, or the
plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is: _____

ONE-YEAR MAINTENANCE BOND

STATE OF TEXAS §

COUNTY OF GREGG §

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as Principal, hereinafter called "Contractor", and the other subscriber hereto as Surety, do hereby
acknowledge ourselves to be held and firmly bound to the City of Longview, a municipal
corporation, in the sum of
_____DOLLARS

(\$_____) for the payment of which sum well and truly to be made to the City of
Longview, and its successors, the said Contractor and Surety do bind themselves, their
successors and assigns jointly and severally. The conditions of this obligation are such that:

WHEREAS, the said Contractor has entered into a contract in writing with the City of
Longview, Texas, dated of even date herewith, for completion of

TRAFFIC SIGNAL INSTALLATION AT E HAWKINS PKWY AND GOOD SHEPHERD WAY

all of such work to be done as set out in full in said contract and the plans and specifications
therein referred to.

NOW, THEREFORE, if the said Contractor shall repair, replace and restore any and all
defects in or damages to said construction, occasioned by, and resulting within one (1) year from
and after the day of the acceptance of said work by said City of Longview from defects in
materials furnished by, or workmanship of the Contractor, in performing the work covered by
said contract, then this obligation shall become null and void, and shall be of no further force and
effect; otherwise, the same is to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not a corporation)

(Principal)

Name _____
Title _____

Name _____
Title _____
Date _____

(Full Name of Surety)

ATTEST/WITNESS:

Name _____
Title _____

Name _____
Title _____
Date _____

TABLE OF CONTENTS FOR GENERAL CONDITIONS OF AGREEMENT

	<u>Page</u>
1. Definition of Terms	
1.01 Owner, Contractor and Engineer	G-3
1.02 Contract Documents.....	G-3
1.03 Sub-Contractor	G-3
1.04 Written Notice.....	G-3
1.05 Work	G-3
1.06 Extra Work.....	G-3
1.07 Working Day	G-4
1.08 Calendar Day	G-4
1.09 Substantially Completed	G-4
2. Responsibilities of the Engineer and the Contractor	
2.01 Owner-Engineer Relationship.....	G-4
2.02 Professional Inspection by Engineer.....	G-4
2.03 Payments for Work	G-4
2.04 Dispute Determinations	G-4
2.05 Lines and Grades.....	G-5
2.06 Contractor's Duty and Superintendence	G-5
2.07 Contractor's Understanding.....	G-6
2.08 Character of Workmen.....	G-6
2.09 Contractor's Buildings	G-6
2.10 Sanitation	G-6
2.11 Shop Drawings.....	G-6
2.12 Preliminary Approval.....	G-7
2.13 Defects and Their Remedies	G-7
2.14 Changes and Alterations	G-7
3.General Obligations and Responsibilities	
3.01 Keeping Plans and Specifications Accessible.....	G-8
3.02 Ownership of Drawings	G-8
3.03 Adequacy of Design.....	G-8
3.04 Right of Entry	G-8
3.05 Collateral Contracts	G-8
3.06 Discrepancies and Omissions	G-8
3.07 Equipment, Materials, and Construction Plans.....	G-8
3.08 Damages.....	G-8
3.09 Protection Against Accidents to Employees and the Public.....	G-9
3.10 Performance, Payment, and Maintenance Bonds	G-9
3.11 Losses from Natural Causes.....	G-9
3.12 Protection of Adjoining Property.....	G-9
3.13 Protection Against Claims of Sub-Contractors, Etc.	G-10
3.14 Protection Against Royalties or Patented Invented	G-10
3.15 Laws and Ordinances	G-10
3.16 Assignment and Subletting	G-10
3.17 Indemnification	G-11

3.18	Insurance	G-11
3.18.1	Certificate of Insurance	G-11

4. Prosecution and Progress

4.01	Time and Order of Completion	G-12
4.02	Extension of Time	G-12
4.03	Hindrances and Delays	G-12

5. Measurement and Payment

5.01	Quantities and Measurements	G-12
5.02	Estimated Quantities	G-13
5.03	Price of Work	G-13
5.04	Partial Payment	G-13
5.05	Use of Completed Portions	G-14
5.06	Final Completion and Acceptance	G-14
5.07	Final Payment	G-14
5.08	Payments Withheld	G-14
5.09	Delayed Payments	G-15

6. Extra Work and Claims

6.01	Change Orders	G-15
6.02	Minor Changes	G-15
6.03	Extra Work	G-15
6.04	Time of Filing Claims	G-17

7. Contractor's Timely Performance

7.01	Contractor's Obligation to Timely Perform	G-17
7.02	Owner's Immediate Remedy	G-17
7.03	Owner's Additional Remedies	G-17
7.03.1	G-17
7.03.2	G-17
7.04.0	G-18

GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS OF TERMS

1.01 OWNER, CONTRACTOR AND ENGINEER. The OWNER, the CONTRACTOR, and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

1.02 CONTRACT DOCUMENTS. The Contract Documents shall consist of the Notice to Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, Signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Plans, Technical Specifications, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 SUB-CONTRACTOR. The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnished material not so worked.

1.04 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, delivered by electronic fax, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.05 WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.06 EXTRA WORK. The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S proposal, except as provided under "Changes and Alterations", herein.

1.07 WORKING DAY. A “Working Day” is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 CALENDAR DAY. “Calendar Day” is any day of the week or month, no days being excepted.

1.09 SUBSTANTIALLY COMPLETED. By the term “substantially completed” is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR.

2.01 OWNER-ENGINEER RELATIONSHIP. The ENGINEER will be the OWNER’S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER’S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER’S instructions to the CONTRACTOR shall be issued through the ENGINEER.

2.02 PROFESSIONAL INSPECTION BY ENGINEER. The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other contract document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions, or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR’S or subcontractor’s agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

2.03 PAYMENTS FOR WORK. The ENGINEER shall review CONTRACTOR’S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and recommend to OWNER, in writing, payment to CONTRACTOR in such amounts. Such recommendation of payment of CONTRACTOR’S application for payment constitutes a representation to the OWNER of ENGINEER’S professional judgement that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such recommendation of payment of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price. Further, ENGINEER’S determination of the amount owed to the CONTRACTOR and recommendation of payment shall both be advisory only and shall not be binding upon OWNER.

2.04 DISPUTE DETERMINATIONS. The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER

relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time.

2.05 LINES AND GRADES. Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.

2.06 CONTRACTOR'S DUTY AND SUPERINTENDENCE. The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without

limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

2.07 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.08 CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

2.9 CONTRACTOR'S BUILDINGS. The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

2.10 SANITATION. Necessary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

2.11 SHOP DRAWINGS. The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or specification, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent

contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

2.12 PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

2.13 DEFECTS AND THEIR REMEDIES. It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.14 CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance, Payment, and Maintenance Bonds.

If such changes or alterations diminish the quality of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so

used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE. The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 OWNERSHIP OF DRAWINGS. All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

3.03 ADEQUACY OF DESIGN. It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

3.04 RIGHT OF ENTRY. The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

3.05 COLLATERAL CONTRACTS. The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

3.06 DISCREPANCIES AND OMISSIONS. It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

3.08 DAMAGES. In the event the CONTRACTOR is damaged in the course of the

completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC.

The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

3.10 PERFORMANCE, PAYMENT & MAINTENANCE BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance, payment, and maintenance bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the contract, and it is agreed that this Contract shall not be in effect until such performance, payment, and maintenance bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal

3.11 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.12 PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any

such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

3.15 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he

will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.17 INDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,
- (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.18 INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set for the below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2) claims for damages because of bodily injury, personal injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3) claims for damages because of bodily injury, personal injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and
- (4) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

3.18.1 CERTIFICATE OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the

OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least ten days prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. It shall be the responsibility of the CONTRACTOR to commence work within ten (10) days after the date of written notice to proceed, and to diligently prosecute the project to completion within the time set out herein. This responsibility to proceed diligently shall not be interpreted as OWNER'S right to dictate CONTRACTOR'S order of precedence in performance of the work; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

4.03 HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR; provided, however, that OWNER shall not be responsible for damages attributable to work stoppages by OWNER in the instance of CONTRACTOR'S failure to timely perform as set out in Paragraph 7 of these General Conditions.

5. MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

5.02 ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, than either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) percent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work".

5.03 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. The ENGINEER shall review said statement and recommend to the OWNER approval, modification or rejection of same.

Within 30 consecutive calendar days after approval of the aforesaid statement by the OWNER, the OWNER shall pay the CONTRACTOR the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole

work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may, upon written recommendation of the ENGINEER, pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR; or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 FINAL COMPLETION AND ACCEPTANCE. Within ten(10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work is found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon shall place the project on the next available City Council agenda for final acceptance and approval of final payment.

5.07 FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR, within 30 consecutive calendar days after formal acceptance of the completed project by the City Council, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall be come due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

5.08 PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) defective work not remedied
- (b) claims filed or reasonable evidence indicating probable filing of claims

- (c) failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor
- (d) damage to another contractor
- (e) reasonable doubt that the work can be completed for the unpaid balance of the contract amount
- (f) reasonable indication that the work will not be completed within the contract time

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 DELAYED PAYMENTS. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six(6) percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments", until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment.

6. EXTRA WORK AND CLAIMS

6.01 CHANGE ORDERS. Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set for the in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

6.02 MINOR CHANGES. The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 EXTRA WORK. It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A): by agreed unit prices; or

Method (B): by agreed lump sum; or

Method (C): if neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the “actual field cost” of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the “actual field cost” is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and, a ratable proportion of premiums on Performance, Payment, and Maintenance Bonds, Public Liability and Property Damage and Workmen’s Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the “actual field cost” shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the “actual field cost” to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the “actual field cost” as herein defined, save that where the CONTRACTOR’S Camp or Field Office must be maintained primarily on account of such Extra work; then the cost to maintain and operate the same shall be included in the “actual field cost”.

No claim for Extra work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the “actual field cost” thereof, as provided under Method (C).

6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render

his final decision in writing. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents. Contractor's failure to timely comply with the time limitations set out herein shall waive any entitlement to dispute or adjustment.

7. CONTRACTOR'S TIMELY PERFORMANCE

7.01 CONTRACTOR'S OBLIGATION TO TIMELY PERFORM. In case the CONTRACTOR should abandon or otherwise fail or refuse to commence, continue, or resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

7.02 OWNER'S IMMEDIATE REMEDY. After receiving said notice of failure to perform the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials, or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with extra work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

7.03 OWNER'S ADDITIONAL REMEDIES. Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice of failure to perform hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

7.03.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.03.2 In the instance of CONTRACTOR'S failure to perform in the commencement of the contract, and if bids remain outstanding and enforceable from the original bid process, OWNER may award the contract to the next qualified low bidder who will accept the contract. If all bids have expired or no qualified bidder will accept the work, then the OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case

any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to compete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work has been substantially completed, the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.04 The remedies set herein for CONTRACTOR'S failure to timely perform shall not be exclusive; OWNER shall be entitled to exercise any and all other remedies under this contract or available to OWNER at law or in equity, in the event of CONTRACTOR'S failure to timely perform.

SPECIAL CONDITIONS OF AGREEMENT

- SP-1. **LINES AND GRADES.** The construction plans include a horizontal control line (baseline) and vertical control points (bench marks). These have been established in the field and will be re-established or shown to the Contractor prior to commencing construction. After construction has started, the Contractor shall be responsible for protecting and preserving these controls. From these controls, the Contractor shall stake all alignments for the work and will be responsible for all horizontal and vertical construction staking.
- SP-2. **SUPERINTENDENCE.** The Contractor or his appointed Superintendent(s) shall provide proper superintendence for this entire project. Correspondence, questions concerning the project, interpretations and instructions shall be to or through the Contractor or the Superintendent. The Engineer will not in any manner supervise the Contractor's workmen or subcontractors. The Contractor or his Superintendent shall be on the job site whenever work is in progress.
- SP-3. **PROJECT MAINTENANCE.** The project area shall be maintained by the Contractor in a neat, passable condition. Vehicular access shall be maintained to every house and adjacent property. The Contractor shall provide a crew to maintain streets and driveways during holidays and weekends for the period of this contract.
- SP-4. **EXTENSION OF TIME.** The Contractor may make written request for an extension of time because of acts of God, acts of war, strikes, or unavailability of materials because of failure of the manufacturer or transporter. The Contractor shall support, by written evidence, any claim for a time extension because of any delay in receipt of material. An extension of time will not be granted for normal material delivery times, or failure of the Contractor to act properly toward the timely completion of the project.
- Upon written request, additional contract time will be granted only for the number of days that exceed the National Climatic Data Center's historical average number of days of rainfall of 0.1". Rain days shall be defined as a day with 0.1" or more of measured rainfall, as measured at the Gregg County Airport.
- SP-5. **INSURANCE.** The Contractor shall not commence work under this contract until he has obtained at his expense all insurance required under this section of the Special Provisions and by the Contract Documents and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is

occupied or utilized by the Owner, until all work under the Contract is completed and has been accepted by the Owner.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract.

Any insurance bearing an adequacy of performance will be maintained after completion of the project for the full guarantee period.

The Contractor shall obtain and maintain for the full period of the Contract the following types of insurance in the form, minimum limits and amounts herein specified or as may be otherwise required in the Contract Documents. The Contractor shall automatically renew any policy which expires during the performance of his Contract and notify the Owner and Engineer of such a renewal prior to expiration date.

A. Workmen's Compensation including Occupational Disease, and Employer's Liability Insurance.

Definitions:

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor,

transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project, and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificate of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the

project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

B. Public Liability Insurance. (Note "Indemnity" clause hereinafter). Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the Contract full Comprehensive General Liability Insurance coverage. This coverage shall protect the Contractor; the Owner; the Engineer, its architects and engineers; and each of their officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed of either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for damages arising out of bodily or personal injury, sickness or disease, or death of one person and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and property damage in an amount not less than One Million Dollars (\$1,000,000) for all single combined damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include explosion, collapse and underground exposure coverage. In addition, where Completed Operation Insurance coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

C. Automobile Liability Insurance: Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained Automobile Liability Insurance coverage on all self-propelled vehicles designed for travel on public roads used in connection with the Contract, whether owned, non-owned, or hired. The liability limits shall not be less than Two Hundred Fifty Thousand Dollars (\$250,000) for injury or death of one person and in an amount not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence; and Property Damage limits of not less than One Hundred Thousand Dollars (\$100,000) in any one occurrence.

D. Contractual Liability Coverage: Each and every policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

E. Indemnity: The Contractor shall defend, indemnify and hold harmless the Owner; the Engineer, its Engineers; and each of their officers, agents, servants, and employees; from any and all suits, actions, claims, losses or damage of any character and from all expenses incidental to the defense of such suits, actions or claims, based upon or arising out of or alleged to be based upon or arising out of (1) any injury, disease, sickness or death of any person or persons, (2) any damages to any property including in part loss of use thereof, caused by any act or omission of the Contractor, of any subcontractor of the Contractor, or by their officers, agents, servants, employees, or anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract or from conditions created by the performance or non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

F. Builders' Risk "All-Risk" Insurance: In addition to such Fire and Extended Insurance coverage which the Contractor or his subcontractors elect to carry for their own protection, the Contractor, before commencement of the work, shall effect and maintain for the life of his Contract Builders' Risk "All Risk" completed Value Insurance coverage upon the full insurable value of all portions of the project which is the subject of this Contract and subject to a loss for which Builders' Risk "All-Risk" Insurance coverage gives protection, and shall include completed work and work in progress. This coverage shall be with an insurance company or companies acceptable to the Owner.

Such insurance shall include as Additional Named Insured: The Owner; the Engineer, its architects and engineers; and any of their officers, agents,

and employees; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.

Duplicate originals of the policy of insurance required herein shall be furnished to the Engineer as provided under "Evidence of Insurance Coverage" hereinafter.

G. Evidence of Liability & Builders' Risk Insurance Coverage: Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors have obtained the minimum insurance required by the Contract Documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days notice in writing to be delivered by registered mail to the Owner.

The Contractor shall furnish duplicate originals of Builders' Risk "All-Risk" Completed Value Insurance coverage to the Engineer, one copy of which shall be for the Owner and one copy for the Engineer.

- SP-6. WATER FOR CONSTRUCTION. The Contractor will be responsible for the use of water on the project.
- SP-7. ELECTRICITY. The Contractor shall make his own arrangement for electricity.
- SP-8. EXPLOSIVES. The use of explosives will not be permitted.
- SP-9. SANITARY REQUIREMENTS. The operations of the Contractor shall be in full conformance with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of his employees, shall obey and enforce all sanitary regulations and orders, and shall take precaution against the spread of infectious diseases. Acceptable, portable, chemical-type toilets shall be provided and maintained by the Contractor.
- SP-10. DISPOSAL OF SURPLUS MATERIALS. All surplus materials not included or incorporated in the project shall be removed from the site to the satisfaction of the Engineer.
- SP-11. SIGNS, BARRICADES, AND LIGHTING. The Contractor shall provide and erect construction signing, barricades and lighting to protect the public in connection with the work, all in accordance with the latest published provisions of the Texas Manual of Uniform Traffic Control Devices and as approved by

the Engineer. The construction drawings indicate only the general signing required and do not detail the requirements for protection in connection with trenching and other construction operations.

Existing street signs, traffic signs and all other signs within the project area shall be protected, maintained and replaced if damaged or stolen; all by the Contractor as approved by the Engineer.

- SP-12. MATERIALS AND WORKMANSHIP. All materials incorporated into this project shall be new and of first quality except as specifically provided for in the technical specifications. The workmanship shall be of the highest level as approved by the Engineer.
- SP-13. EXISTING FACILITIES. Whether shown on the plans or not, the Contractor shall be completely responsible for the protection or replacement of all facilities within the project area and in connection with the work.
- SP-14. GUARANTEE. As a part of this project, the Contractor shall guarantee all materials and workmanship and shall repair or remove and replace any defective condition as determined by the Engineer. Such guarantee shall be effective for a period of one year from the date of written acceptance by the Owner or date of final payment whichever is first. The maintenance bond shall be in full effect throughout the warranty period.
- SP-15. STATE SALES TAX. The Contractor's attention is directed to paragraph No. 3 of Ruling No. 9 by obtaining the necessary permit or permits from the State Comptroller allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales, Excise and Use Tax at the time of purchase. Such bidders must submit segregated prices for the total cost of materials and total cost of services, and the successful bidder must require his sub-contractors to obtain such permits and to sign written sub-contracts in which the prices are segregated for the total cost of materials and the total cost of services. Total materials cost should not include materials which are used or consumed in performing the work, but do not become a part of the completed installation.

After the bid opening and prior to execution of contract, the low bidder will be required to provide a separation of materials costs and labor costs for the amounts of the base bid and any alternatives. The following form shall be used to provide this information. This form shall be submitted in six(6) copies with the executed contract and such statement will become a part of the contract:

STATEMENT OF MATERIALS AND SERVICES

City of Longview

Project Name: _____

Total Materials Cost: \$ _____

Total Service Cost: \$ _____

TOTAL CONTRACT PRICE: \$ _____

Note: The total materials cost plus the total services cost must equal the amount shown of the total contract price.

SP-16. CLEANUP. The entire project site shall be left in as good or better condition as the condition at the time construction is started, all as approved by the Engineer. All cleanup shall be completed within the time specified for the project construction and liquidated damages will be applied to cleanup time in the event such is performed after the contract time has expired.

SP-17. CERTIFICATE OF INCORPORATION. In the event the contractor is a corporation, the contractor shall furnish a certificate issued by the Secretary of the State of Texas dated not more than thirty days prior to commencement of construction evidencing that the contractor is a corporation duly incorporated under the laws of the State of Texas and currently in good standing, or in the case of a corporation not incorporated under the laws of the State of Texas, the certificate shall evidence that such corporation currently holds a permit to do business in the State of Texas and it is in good standing. Such corporate contractor shall at all times pay all franchise taxes and other taxes and assessments levied against it by the State of Texas and at all times maintain its corporate status and good standing according to the laws of the State of Texas.

SP-18. ALTERNATE MATERIALS AND METHODS. Consistent with the intent and character of this project, the Contractor may request from the Engineer the substitution of materials or methods of construction which he believes will give equal results. The request shall be in writing and shall contain detailed information. The Engineer will consider such requests and shall give his answer in writing. The Engineer's judgement will be final and no reason for denial will be required except as may be offered by the Engineer. The Engineer may require additional information on which to make a judgement; in which case it shall be the entire responsibility of the Contractor to provide such information.

SP-19. EXPECTED EARNINGS SCHEDULE. At the pre-construction conference for this project, the successful bidder shall submit to the City Engineer an "Expected Earnings Schedule". This table or chart shall show the amount of payment the contractor expects to receive from the City on this project each month until the project is completed. The table can be handwritten or typed. Though the contractor shall make his best effort in estimating these payments accurately, the schedule shall be used for estimating purposes only and shall not

bind the City nor the Contractor to the listed payments. Payments, as usual, will be made upon actual work performed less the appropriate retainage.

SP-20. PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS. Surplus lines carriers under Article 1.14-2 of the Insurance Code are not eligible to act as sureties on performance, payment, and maintenance bonds.

SP-21. RETAINAGE. Retainage is that part of the contract payment withheld by the City to secure performance of the contract.

Retainage shall be withheld at the following rates:

- A. For any contract where the total contract price estimate at the time of execution of the contract is less than \$400,000 retainage shall be 10%.
- B. For any contract where the total contract price estimate at the time of execution of the contract is greater than or equal to \$400,000 retainage shall be 5%.

SP-22. MATERIAL ON HAND. Unless otherwise specified in a writing signed by the Owner prior to the bid opening for this project, the Owner will pay the Contractor for materials on hand for this project, subject to the provisions of this Contract. Such payment will be made only for materials stored on-site in a manner acceptable to the Owner. At a minimum, materials must be stored in a manner that prevents damage, theft, and vandalism. Additionally, payment will be made only for materials for which the Contractor has supplied invoices to the Engineer that substantiate the amount paid for said materials.

SP-23. INSPECTION. Contractor will be allowed to work prior to 8:00 a.m. and after 4:30 p.m. on weekdays, and may also elect to work on Saturdays. The City will provide an inspector at these times as necessary. The Contractor, however, will be required to reimburse the City of Longview for the actual hours worked by the inspector outside of the regular 8:00 a.m. to 4:30 p.m. Monday through Friday hours. Such reimbursement will be made at a rate of \$25 per hour.

SP-24 AS-BUILT DRAWINGS. The Contractor will provide the City, prior to final payment, one set of construction drawings red-lined to show any changes in actual construction.

SP-25 FIREARMS PROHIBITED. Contractor agrees that Contractor, Contractor's officers, employees, agents, and representatives, shall not carry any firearms, including without limitation concealed handguns, while in the performance of this Contract and on City premises (including City rights-of-way, utility easements, or drainage easements) or when meeting with City officers or employees regarding this Contract. Contractor agrees that failure by Contractor to comply with this requirement shall constitute a substantial breach of this

Contract, entitling City to all remedies under the law or this Contract for such breach, including without limitation the City's right to terminate this Contract for substantial nonperformance.

SP-26 PREVAILING WAGE RATES. Contractor agrees to abide by the requirements of Texas Government Code Chapter 2258, entitled "Prevailing Wage Rates," as applicable. Contractor understands that a contractor or subcontractor subject to the requirements of that Chapter must pay the prevailing wage rates as set forth in this Contract. Any contractor or subcontractor who violates this requirement may be subject to penalties as provided in Chapter 2258, including but not limited to a penalty of \$60 for each worker employed for each calendar day or part of the day that the work is paid less than the wage rates stipulated in this Contract."

SP-27 ALLOWANCE FOR MISCELLANEOUS EXTRA WORK: A discretionary allowance has been established in the Bid Proposal for extra work, which may arise during the construction phase of the project for which a method of payment, such as individual bid items, has not been established. This allowance is not intended to be used to procure payment for items specifically named as subsidiary to other bid items within the contract documents such as the subsurface conditions described in the General Provisions or Special Conditions.

Prior to initiating any item of extra work under the allowance bid item the Owner, Engineer, and Contractor shall agree as to the scope of extra work to be performed and the amount of payment to be made for the particular item of extra work under consideration. Expenditure of the allowance funds is at the sole discretion of the Owner. The allowance may be used in full or in part, as the Owner deems necessary. If no extra work is identified, and approved by the Owner, the allowance funds will not be expended.

SEPARATION OF MATERIALS FORM

STATE SALES TAX. The Contractor's attention is directed to paragraph No. 3 of Ruling No. 9 by obtaining the necessary permit or permits from the State Comptroller allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales, Excise and Use Tax at the time of purchase. Such bidders must submit segregated prices for the total cost of materials and total cost of services, and the successful bidder must require his sub-contractors to obtain such permits and to sign written sub-contracts in which the prices are segregated for the total cost of materials and the total cost of services. Total materials cost should not include materials which are used or consumed in performing the work, but do not become a part of the completed installation.

After the bid opening and prior to execution of contract, the low bidder will be required to provide a separation of materials costs and labor costs for the amounts of the base bid and any alternatives. The following form shall be used to provide this information. This form shall be submitted with the executed contract and such statement will become a part of the contract:

STATEMENT OF MATERIALS AND SERVICES

City of Longview

Project Name:

Total Materials Cost: \$ _____

Total Service Cost: \$ _____

TOTAL CONTRACT PRICE: \$ _____

Note: The total materials cost plus the total services cost must equal the amount shown of the total contract price.

CITY OF LONGVIEW
House Bill 89 Verification

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being
an adult over the age of eighteen (18) years of age, after being duly sworn by the
undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared
_____, the above-named person, who after
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF LONGVIEW
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the
Purchasing Representative for _____ in _____,
Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and
Section 2252.153, certify that I did review the website of the Comptroller of the State of
Texas concerning the listing of companies that is identified under Section 806.051,
Section 807.051 or Section 2253.253 and I have ascertained that the below-named
company is not contained on said listing of companies which do business with Iran,
Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Instructions for House Bill 1295

This form must be filled out before a recommendation to council for award of a contract can be made.

Since City of Longview is a governmental entity, we are required by law to have you fill out Form 1295 online at the web address listed below. I have attached a copy of what the form will look like when you access it online. Enter your business name, the agency/entity will be City of Longview, and Contract ID will be the bid # and description of the Services, which is **E Hawkins Pkwy and Good Shepherd Way**.

Once you have filled out the form online, the system will generate a form showing a certificate number. Please print this form and sign it. Once it is signed, please send it to me. I am required by law to keep this certificate on file. Please call me at 903-237-1324 if you have any questions.

Once we have this form, the City can make a recommendation to City Council to award this contract.

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. **Since your firm was awarded a contract with City of Longview** your firm is required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print and sign the Form 1295. This form no longer has to be notarized.
3. **As soon as possible** the completed Form 1295 **must** be submitted to City of Longview. This may be sent via email to purchasing@longviewtexas.gov
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATIONS: The bid item specifications for this project are the Texas Department of Transportation, 2014 Standard Specifications for Construction and Maintenance of highways, Streets, and Bridges, with revisions thereto on or prior to the date of advertisement are hereby made a part of this Contract by reference only, unless otherwise specified, and will be in such force and effect as if contained at length herein.

The General Conditions of Agreement included in this bid package shall govern over the General Requirements and Covenants, Item 1 through 9, identified in the Texas Department of Transportation, 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

Special Specification 6002

Video Imaging Vehicle Detection System



1. DESCRIPTION

Install a Video Imaging Vehicle Detection System (VIVDS) that monitors vehicles on a roadway via processing of video images and provides detector outputs to a traffic controller or similar device.

A VIVDS configuration for a single intersection will consist of variable focal length cameras, VIVDS card rack processor system, and all associated equipment required to setup and operate in a field environment, including a video monitor and laptop (if required), connectors, and camera mounting hardware.

The system is composed of these principal items: the cameras, the field communications link between the camera and the VIVDS processor unit, and the VIVDS processor unit along with a PC, video monitor, or associated equipment required to setup the VIVDS and central control software to communicate to the VIVDS processor.

The VIVDS Card Rack Processor must be either NEMA TS 2 TYPE 1 or TYPE 2. TYPE 2 must have RS 485 SDLC.

2. DEFINITIONS

- 2.1. **VIVDS Processor Unit.** The electronic unit that converts the video image provided by the cameras, generates vehicle detections for defined zones, and collects vehicular data as specified.
- 2.2. **VIVDS Processor System.** One or more VIVDS processor modular units required to handle the number of camera inputs.
- 2.3. **Central Control.** A remotely located control center, which communicates with the VIVDS. The VIVDS operator at the central control has the ability to monitor the operation and modify detector placement and configuration parameters. The equipment that constitutes central control is comprised of a workstation microcomputer along with the associated peripherals as described in this Special Specification.
- 2.4. **Field Setup Computer.** A portable microcomputer used to set up and monitor the operation of the VIVDS processor unit. If required to interface with the VIVDS processor unit, the field setup computer with the associated peripherals described in this Special Specification and a video monitor, also described in this Special Specification, must be supplied as part of the VIVDS.
- 2.5. **Field Communications Link.** The communications connection between the camera and the VIVDS processor unit. The primary communications link media may be coaxial cable or fiber optic cable.
- 2.6. **Remote Communications Link.** The communications connection between the VIVDS processor unit and the central control.
- 2.7. **Camera Assembly.** The complete camera or optical device assembly used to collect the visual image. The camera assembly consists of a charged coupled device (CCD) camera, environmental enclosure, sun shield, temperature control mechanism, and all necessary mounting hardware.
- 2.8. **Occlusion.** The phenomenon when a vehicle passes through the detection zone but the view from the sensor is obstructed by another vehicle. This type of occlusion results in the vehicle not being detected by the sensor or when a vehicle in one lane passes through the detection zone of an adjacent lane. This type of occlusion can result in the same vehicle being counted in more than one lane.

- 2.9. **Detection Zone.** The detection zone is a line or area selected through the VIVDS processor unit that when occupied by a vehicle, sends a vehicle detection to the traffic controller or freeway management system.
- 2.10. **Detection Accuracy.** The measure of the basic operation of a detection system (shows detection when a vehicle is in the detection zone and shows no detection when there is not a vehicle in the detection zone).
- 2.11. **Live Video.** Video being viewed or processed at 30 frames per second.
- 2.12. **Lux.** The measure of light intensity at which a camera may operate. A unit of illumination equal to one lumen per square meter or to the illumination of a surface uniformly one meter distant from a point source of one candle.
- 2.13. **Video Monitor.** As a minimum must be a 9-in. black and white monitor with BNC connectors for video in and out.

3. FUNCTIONAL CAPABILITIES

The system software must be able to detect either approaching or departing vehicles in multiple traffic lanes. A minimum of 4 detector outputs per video processor module card and each card must have a minimum of 24 detection zones. Each zone and output must be user definable through interactive graphics by placing lines or boxes in an image on a video or VGA monitor. The user must be able to redefine previously defined detection zones.

The VIVDS must provide real time vehicle detection (within 112 milliseconds (ms) of vehicle arrival).

The VIVDS processor unit must be capable of simultaneously processing information from various video sources, including CCTV video image sensors and video tape players. The video sources may be, but are not required to be, synchronized or line-locked. The video must be processed at a rate of 30 times per second by the VIVDS processor unit.

The system must be able to detect the presence of vehicles in a minimum of 12 detection zones within the combined field of view of all cameras (a minimum of 12 detection zones per camera input to the VIVDS processor unit).

Provide detection zones that are sensitive to the direction of vehicle travel. The direction to be detected by each detection zone must be user programmable.

The VIVDS processor unit must compensate for minor camera movement (up to 2% of the field of view at 400 ft.) without falsely detecting vehicles. The camera movement must be measured on the unprocessed video input to the VIVDS processor unit.

The camera must operate while directly connected to VIVDS Processor Unit.

Once the detector configuration has been downloaded or saved into the VIVDS processor unit, the video detection system must operate with the monitoring equipment (monitor or laptop) disconnected or online.

When the monitoring equipment is directly connected to the VIVDS processor unit, it must be possible to view vehicle detections in real time as they occur on the field setup computer's color VGA display or the video monitor.

4. VEHICLE DETECTION

- 4.1. **Detection Zone Placement.** The video detection system must provide flexible detection zone placement anywhere within the combined field of view of the image sensors. Preferred presence detector configurations must be lines or boxes placed across lanes of traffic or lines placed in line with lanes of traffic. A single detector must be able to replace one or more conventional detector loops. Detection zones must be able to

be fully overlapped. In addition, detection zones must have the capability of implementing “AND” and “OR” logical functions including presence, extension and delay timing. These logical functions may be excluded if provisions are made to bring each detector separately into the controller and the controller can provide these functions.

- 4.2. **Detection Zone Programming.** Placement of detection zones must be by means of a graphical interface using the video image of the roadway. The monitor must show images of the detection zones superimposed on the video image of traffic while the VIVDS processor is running.

The detection zones must be created by using the mouse or keypad to draw detection zones on the monitor. The detection zones must be capable of being sized, shaped and overlapped to provide optimal road coverage and detection. It must be possible to upload detector configurations to the VIVDS processor unit and to retrieve the detector configuration that is currently running in the VIVDS processor unit.

The mouse or keypad must be used to edit previously defined detector configurations so as to fine tune the detection zone placement size and shape. Once a detection configuration has been created, the system must provide a graphic display of the new configuration on its monitor. While this fine-tuning is being done, the detection must continue to operate from the detector configuration that is currently called.

When a vehicle occupies a detection zone, the detection zone on the live video must indicate the presence of a vehicle, thereby verifying proper operation of the detection system. With the absence of video, the card must have an LED that will indicate proper operation of the detection zones.

Provide detection zones that are sensitive to the direction of vehicle travel. The direction to be detected by each detection zone must be user programmable. The vehicle detection zone should not activate if a vehicle traveling any direction other than the one specified for detection occupies the detection zone. Cross-street and wrong way traffic should not cause a detection.

- 4.3. **Design Field of View.** The video detection system must reliably detect vehicle presence in the design field of view. The design field of view must be defined as the sensor view when the image sensor is mounted 24 ft. or higher above the roadway, when the camera is adjacent (within 15 ft.) to the edge of the nearest vehicle travel lane, and when the length of the detection area is not greater than 10 times the mounting height of the image sensor. Within this design field of view, the VIVDS processor unit must be capable of setting up a single detection zone for point detection (equivalent to the operation of a 6 ft. × 6 ft. inductive loop). A single camera, placed at the proper mounting height with the proper lens, must be able to monitor up to and including 5 traffic lanes simultaneously.

- 4.4. **Detection Performance.** Detection accuracy of the video detection system must be comparable to properly operating inductive loops. Detection accuracy must include the presence of any vehicle in the defined detection zone regardless of the lane, which the vehicle is occupying. Occlusion produced by vehicles in the same or adjacent lanes must not be considered a failure of the VIVDS processor unit, but a limitation of the camera placement. Detection accuracy (a minimum of 95%) must be enforced for the entire design field of view on a lane by lane and on a time period basis. When specified on the plans, furnish up to 24 continuous hours of recorded video of all installed intersection cameras within the 30 day test period for verification of proper camera placement, field of view, focus, detection zone placement, processor setup and operation. The video from each camera must show vehicle detections for all zones.

- 4.5. **Equipment Failure.** Either camera or VIVDS processor unit must result in constant vehicle detection on affected detection zones.

5. VIVDS PROCESSOR UNIT

- 5.1. **Cabinet Mounting.** The VIVDS processor unit must be rack mountable.
- 5.2. **Environmental Requirements.** The VIVDS processor unit must be designed to operate reliably in the adverse environment found in the typical roadside traffic cabinet. It must meet the environmental

requirements set forth by the latest NEMA (National Electrical Manufacturers Association) TS1 and TS2 standards as well as the environmental requirements for Type 170, Type 179 and 2070 controllers. Operating temperature must be from -30°F to +165°F at 0% to 95% relative humidity, non-condensing.

5.3. **Electrical.** The VIVDS must have a modular electrical design.

The VIVDS must operate within a range of 89 to 135 VAC, 60 Hz single phase. Power to the VIVDS must be from the transient protected side of the AC power distribution system in the traffic control cabinet in which the VIVDS is installed.

Serial communications to the field setup computer must be through an RS 232, USB or Ethernet port. This port must be able to download the real time detection information needed to show detector actuations. A connector on the front of the VIVDS processor unit must be used for serial communications.

The unit must be equipped with RS 170 (monochrome) or RS170A (color) composite video inputs video inputs, so that signals from image sensors or other synchronous or asynchronous video sources can be processed in real time. BNC connectors on the front of the VIVDS processor unit or video patch panel must be used for all video inputs.

The unit must be equipped with a single RS 170 composite video output. This output must be capable of corresponding to any one of the video inputs, as selected remotely via the field setup computer or front panel switch. Multiple video outputs requiring external cable connections to create a combined single video output must not be acceptable. A BNC or RCA connector must be used for video output on the front of the processor unit. Any other video formats must be approved by a Department TRF Signal Operation Engineer before use.

Software upgrades or changes must be presented to and approved by the Department's TRF-TM Division before use. Failure to do so will be grounds for termination of contract and probation for responsible parties.

The unit software and the supervisor software must include diagnostic software to allow testing the VIVDS functions. This must include the capability to set and clear individual detector outputs and display the status of inputs to enable setup and troubleshooting in the field.

6. CAMERA ASSEMBLY

6.1. **Camera.** The video detection system must use medium resolution, monochrome image sensors as the video source for real time vehicle detection. The cameras must be approved for use with the VIVDS processor unit by the supplier of the VIVDS. As a minimum, each camera must provide the following capabilities:

- Images must be produced with a Charge Coupled Device (CCD) sensing element with horizontal resolution of at least 480 lines for black and white or 470 lines for color and vertical resolution of at least 350 lines for black and white or color. Images must be output as a video signal conforming to RS170.
- Useable video and resolvable features in the video image must be produced when those features have luminance levels as low as 0.1 lux for black and white, and as low as 1.0 lux for color, for night use.
- Useable video and resolvable features in the video image must be produced when those features have luminance levels as high as 10,000 lux during the day.
- The camera must include an electronic shutter or auto-iris control based upon average scene luminance and must be equipped with an electronic shutter or auto-iris lens with variable focal length and variable focus that can be adjusted without opening up the camera housing to suit the site geometry. The variable focal length must be adjustable from 6 mm to 34 mm.

6.2. **Camera and Lens Assembly.** The camera and lens assembly must be housed in an environmental enclosure that provides the following capabilities:

- The enclosure must be waterproof and dust tight to the latest NEMA 4 specifications.

- The enclosure must allow the camera to operate satisfactorily over an ambient temperature range from -30°F to +140°F while exposed to precipitation as well as direct sunlight.
- The enclosure must allow the camera horizon to be rotated in the field during installation.
- The enclosure must include a provision at the rear of the enclosure for connection of power and video signal cables fabricated at the factory. Input power to the environmental enclosure must be nominally 115 VAC 60 Hz.
- A thermostatically controlled heater must be at the front of the enclosure to prevent the formation of ice and condensation, as well as to assure proper operation of the lens's iris mechanism. The heater must not interfere with the operation of the camera electronics, and it must not cause interference with the video signal.
- The enclosure must be light colored or unfinished and must include a sun shield to minimize solar heating. The front edge of the sunshield must protrude beyond the front edge of the environmental enclosure and must include provision to divert water flow to the sides of the sunshield. The amount of overhang of the sun shield must be adjustable to block the view of the horizon to prevent direct sunlight from entering the lens. Any plastics used in the enclosure must include ultra violet inhibitors.
- The total weight of the image sensor in the environmental enclosure with sunshield must be less than 10 lb.
- When operating in the environmental enclosure with power and video signal cables connected, the image sensor must meet FCC class B requirements for electromagnetic interference emissions.

The video output of the cameras must be isolated from earth ground. All video connections for the cameras to the video interface panel must also be isolated from earth ground.

Use waterproof, quick disconnect connectors to the image sensor for both video and power.

Provide a camera interface panel capable of being mounted to sidewalls of a controller cabinet for protection of the VIVDS processor unit, camera video and power inputs/outputs. The panel must consist of, as a minimum, 4 Edco CX06 coax protectors, an Edco ACP-340 for the cameras and VIVDS processor unit power, a 10 amp breaker, a convenience outlet protected the ACP-340 and a terminal strip with a minimum of sixteen 8-32 binder head screws. The terminal strip must be protected by a piece of 1/8 in. Plexiglas.

When the connection between the image sensor and the VIVDS processor unit is coaxial cable, the coaxial cable used must be a low loss, 75 ohm, precision video cable suited for outdoor installation, such as Belden 8281 or a Department-approved equal.

Camera mounting hardware must allow for vertical or horizontal mounting to the camera enclosure. Pelco AS-0166-4-62 or equivalent is acceptable.

7. FIELD COMMUNICATION LINK

The field communications link must be a one way communications connection from the camera to the equipment cabinet. The primary communications link media may be coaxial cable or fiber optic cable accompanied by a 3 conductor minimum 18 AWG, 24 VDC or 115 VAC camera power cable, or appropriate cable as approved.

The following requirements must govern for the various types of field communications link media described on the plans:

- 7.1. **Coaxial Cable.** In locations where the plans indicate coaxial cable is required as the primary communications link, this cable must be of the RG 59 type with a nominal impedance of 75 ohms. All cable must have a polyethylene dielectric with copper braid shield having a minimum of 98% shield coverage and not greater than 0.78 dB attenuation per 100 feet at 10 MHz with a minimum 18 AWG external 3 conductor power cable or approved equivalent as directed.

- 7.2. **Fiber Optic Cable.** If shown on the plans, furnish fiber optic cable in accordance with the Special Specification for fiber optic cable.
- 7.3. **Twisted Wire Pairs.** Must be Belden 9556 or equivalent 18 AWG TWP control cable.

All connection cables must be continuous from the equipment cabinet to the camera. No splices of any type will be permitted.

Install lightning and transient surge suppression devices on the processor side of the field communications link to protect the peripheral devices. The suppression devices must be all solid state. Lightning protection is not required for fiber optic communication lines. The devices must present high impedance to, and must not interfere with, the communications lines during normal operation. The suppression devices must not allow the peak voltage on any line to exceed 300% of the normal operating peak voltage at any time. The response time of the devices must not exceed 5 nanoseconds.

8. VIVDS SET-UP SYSTEM

The minimum VIVDS set-up system, as needed for detector setup and viewing of vehicle detections, must consist of a field setup computer and Windows based interface software (if required) or a video monitor with interface software built-in to the VIVDS processor unit. Live video (30 frames per second) must be available on the field setup computer to determine proper operation of detectors. The field set-up computer as a minimum, must have an NTSC video input port or equivalent.

If a field setup computer is required for system set-up, it must be supplied by the supplier of the VIVDS.

The field setup computer must include all necessary cabling and a Windows based program to interface with the VIVDS processor unit. This software must provide an easy to use graphical user interface and support all models/versions of the supplied VIVDS.

Live video with the detection overlaid is required for field verification of the system.

9. TEMPORARY USE AND RETESTING

- 9.1. **Temporary Use.** When shown on the plans, the VIVDS equipment must be used to provide vehicle detection on a temporary basis. When the permanent vehicle detection system and related equipment are installed and made operational, the VIVDS equipment must be carefully removed and delivered to the location shown on the plans.
- 9.2. **State Retesting and Acceptance.** Before acceptance, all VIVDS equipment may be retested by the Department, even if the system was operating properly before removal. Repair or replace any equipment damaged during removal or transport and any equipment that does not meet the various test requirements.

10. OPERATION FROM CENTRAL CONTROL

The central control must transmit and receive all information needed for detector setup, monitor the vehicle detection, view the vehicle traffic flow at a rate of 2 frames per second or greater for telephone, or 5 frames per second or greater for ISDN lines (as specified by the plans), and interrogate all required stored data. The remote communications link between the VIVDS processor unit and central control may be dial-up (telephone or ISDN lines) or dedicated twisted wire pair communications cable which may be accompanied with coaxial cable or fiber-optic cable, as shown on the plans. Communications with the central control must not interfere with the on-street detection of the VIVDS processor. Quality of the video at 2 frames per second rate must be such that the view with the traffic flow is clear and in focus.

11. INSTALLATION AND TRAINING

The supplier of the video detection system must supervise the installation and testing of the video and computer equipment. A factory certified representative from the supplier must be on site during installation.

If the field setup computer is furnished by the Department, such installation and testing must be done at the time that training is conducted.

Provide up to 2 days of training to personnel of the Department in the operation, setup and maintenance of the video detection system. Provide instruction and materials for a maximum of 20 persons and conduct at a location selected by the Department. The Department will be responsible for any travel and room and board expenses for its own personnel.

Instruction personnel are required to be certified by the equipment manufacturer. The User's Guide is not an adequate substitute for practical, classroom training and formal certification by an approved agency.

Formal levels of factory authorized training are required for installers, contractors, and system operators. All training must be certified by the manufacturer.

12. WARRANTY, MAINTENANCE, AND SUPPORT

The video detection system must be warranted to be free of defects in material and workmanship for a period of 5 yr. from date of shipment from the supplier's facility. During the warranty period, the supplier must repair with new or refurbished materials, or replace at no charge, any product containing a warranty defect provided the product is returned FOB to the supplier's factory or authorized repair site. Return product repair or replaced under warranty by the supplier with transportation prepaid. This warranty does not apply to products damaged by accident, improperly operated, abused, serviced by unauthorized personnel or unauthorized modification.

During the warranty period, technical support must be available from the supplier via telephone within 4 hr. of the time a call is made by a user, and this support must be available from factory certified personnel or factory certified installers.

Ongoing software support by the supplier must include updates of the VIVDS processor unit and supervisor software (if a field setup computer is required for set up). Provide these updates free of charge during the warranty period. The update of the VIVDS software to be NTCIP compliant must be included.

The supplier must maintain a program for technical support and software updates following expiration of the warranty period. Make this program available to the Department in the form of a separate agreement for continuing support.

The supplier must maintain an ongoing program of technical support for the wireless camera system. This technical support must be available via telephone or personnel sent to the installation site.

The supplier must maintain an adequate inventory of parts to support maintenance and repair of the camera system.

13. MEASUREMENT

The VIVDS will be measured as each major system component furnished, installed, made fully operational, and tested in accordance with this Special Specification or as directed.

The VIVDS communication cable will be measured by the foot of the appropriate media type furnished, installed, made fully operational, and tested in accordance with this Specification, other referenced Special Specifications or as directed.

When the VIVDS is used on a temporary basis, the VIVDS will be measured as each system furnished, installed, made fully operational, including reconfiguration and removal if required by the plans, and tested in accordance with this Special Specification or as directed.

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

When recorded video is required by the plans it will be paid for by each camera recorded.

14. PAYMENT

The work performed, materials, and all accompanying software furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "VIVDS Processor System," "VIVDS Camera Assembly," "VIVDS Central Control," "VIVDS Set-up System," "VIVDS Temporary," "VIVDS Communication Cable (Coaxial)," "VIVDS Communication Cable (Fiber Optic)," and "VIVDS Video Recording." These prices are full compensation for furnishing, placing, and testing all materials and equipment, and for all tools, labor, equipment, hardware, operational software packages, supplies, support, personnel training, shop drawings, documentation, and incidentals. A 3-conductor power cable must be included with the communication cable.

These prices also include any and all interfaces required for the field and remote communications links along with any associated peripheral equipment, including cables; all associated mounting hardware and associated field equipment; required for a complete and fully functional visual image vehicle detection system component.

Special Specification 6077

5 GHz Ethernet Radio



1. DESCRIPTION

- 1.1. Furnish and install 5 GHz Ethernet Radios as shown on the plans, as detailed in this Special Specification and as directed by the Engineer.
- 1.2. Provide an interference analysis for each Department 5 GHz Ethernet Radio location to identify potential sources of interference. Adjust antenna polarities and channel plans on equipment to minimize interference from other sources. If the interference analysis shows possibility for interference at the Department sites, conduct in-field monitoring to determine if actual interference exists.

2. MATERIALS

- 2.1. **General Requirements.** All materials furnished, assembled, fabricated or installed under this Item shall be new, corrosion resistant and in strict accordance with the details shown on the plans and in the specifications. The 5 GHz Ethernet Radio shall include all materials, incidentals and labor necessary for a complete and operational radio, including, but not limited to, antenna, enclosures, cabling, connectors, power supplies, harnesses, chassis, and mounting hardware.
- 2.2. **Functional Requirements.** The Ethernet Radio shall operate in unlicensed frequency bands and shall support high data rates, high spectral efficiency, and multi-path conflicts. The Ethernet Radio shall:
 - Function as a wireless bridge using a standard 10/100 BaseT (RJ-45) Ethernet interface, providing connectivity up to a minimum of 10 miles in line-of-sight (LOS) conditions
 - Function as a wireless bridge using a standard 10/100 BaseT (RJ-45) Ethernet interface, providing connectivity up to a minimum of 10 miles in line-of-sight (LOS) conditions
 - Be operational in harsh and adverse outdoor environments and weather conditions
 - Provide high capacity, point-to-point wireless link throughput speeds of 54 Mbps, supporting data, video and voice, at a minimum
 - Support Ethernet bridging and backhauling in 5 GHz bands
 - Utilize Orthogonal Frequency Division Multiplexing (OFDM) modulation
 - Provide Forward Error Correction (FEC) to address multi-paths and interference
 - Provide adaptive modulation for automatic modulation selection to maximize data rates and spectral efficiency
 - Provide AES 128 bit or WEP 128 bit key encryption (selectable)
 - Support dynamic frequency selection (DFS) and automatic transmit power control (ATPC)
 - Provide automatic clear channel selection (ACCS) with built-in spectrum analyzer
 - Provide built-in remote diagnostics and carrier-class network management system
 - Utilize CAT-5E, or other cable as shown on plans, cables and connectors
- 2.3. **Technical Requirements.** The Ethernet Radio shall have the following features:
 - Frequency: 5.730-5.845 GHz
 - Radio Type: Point to Point Backhaul with Integrated Antenna
 - Channel Bandwidth: 5-20 MHz
 - Modulation: BPSK, QPSK, 16QAM, 64QAM, OFDM

- Sensitivity (dBm at antenna port): -97 to -69, adaptive
- Integrated Antenna: 23 dBi, 8° - 10° vertical, flat panel, EN 302 085, Class TS 1, 2, 3, 4, 5 compliant
- Data Communications Standard Compliance: IEEE 802.3 CSMA/CD
- VLAN Support: Based on 803.1q
- Security: Association protocol – ESSID, WEP 128, AES 128, IP level filtering for user addresses or protocols, access direction and IP address filtering for management
- Configuration Management: Telnet or SNMP configuration utility
- Remote Management Access: Wired LAN, wireless link
- Management access protection: Multi-level password, Configuration of remote access direction (from Ethernet only, from wireless link only or from both sides), Configuration of IP addresses of authorized stations
- Allocation of IP parameters: configurable or automatic (DHCP client)
- Software Upgrade and Configuration Up/Download: FTP/TFTP download
- Power consumption: 50 W Maximum
- Input power: AC, 100-240 VAC, 50-60 Hz
- Indoor – Outdoor Cable: CAT-5E shielded, 200 ft max, or as shown on plans
- Indicators: Power Status, Ethernet and W-Link LED
- Data Connectors: RJ-45
- Dimensions: 13.75 x 13.75 x 3.5 in (± 1 in), 12 lbs. maximum
- Operating temperature: - 22°F to 140°F
- Operating humidity: 5% - 95% non-condensing, weather protected
- Radio Standard/Regulation: FCC part 15, ETSI: EN 301 753, EN 301 893, EN 300440-1/2
- EMC Standard/Regulation: FCC part 15 class B, ETSI EN 301 489-1
- Safety Standard/Regulation: UL 60950-1, EN 60950-1
- Lightning Protection Standard/Regulation: EN 61000-4-5, Class 3 (2kV)
- Environmental Operation: ETS 300 019 part 2-4 class 4
- Environmental Transportation: ETS 300 019-2-2 class 2.3
- Environmental Storage: ETS 300 019-2 class 1.2E

- 2.4. **Power Requirements.** The equipment operations shall not be affected by transient voltages, surges and sags normally experienced on commercial power lines. It is the Contractor's responsibility to check the local power service to determine if any special design is needed for the equipment. The extra cost, if required, shall be included in the bid of this item.
- 2.4.1 **Primary Input Power Interruption.** The equipment shall meet all the requirements in Section 2.1.4, "Power Interruption", of the National Electrical Manufacturers Association (NEMA) Standard TS1 for Traffic Control System.
- 2.4.2 **Power Service Transients.** The equipment shall meet the requirements of Section 2.1.6, "Transients, Power Service", of the NEMA Standard TS1.
- 2.4.3 **Wiring.** All wiring shall meet the requirements of the National Electric Code. All wires shall be cut to proper length before assembly. No wire shall be doubled-back to take up slack. Wires shall be neatly laced into cable with nylon lacing or plastic straps. Cables shall be secured with clamps. Service loops shall be provided at all connections. Payment for this item will be subsidiary to Ethernet Radio System.
- 2.4.4 **Transient Suppression.** All DC relays, solenoids and holding coils shall have diodes or other protective devices across the coils for transient suppression.
- 2.4.5 **Power Service Protection.**

- The equipment shall contain readily accessible, manually re-settable or replaceable circuit protection devices (such as circuit breakers or fuses) for equipment and power source protection
- Circuit breakers or fuses shall be provided and sized such that no wire, component, connector, PC board or assembly shall be subjected to sustained current in excess of their respective design limits upon the failure of any single circuit element or wiring

2.4.6 **Surge Protection.** The equipment and installation shall have sufficient surge suppression to protect the equipment from power transients and lightning strikes. Payment for this item will be subsidiary to Ethernet Radio.

2.4.7 **Electric Circuit Breaker.** The equipment shall include the installation of an electric circuit breaker at existing electric service locations as shown on the plans. This electric circuit breaker shall be provided in addition to the breaker installed for power service protection within the cabinet.

2.4.8 **Fail Safe Provision.** The equipment shall be designed such that the failures of the equipment shall not cause the failure of any other unit of equipment.

2.5 Mechanical Requirements

2.5.1 **Modular Design.** The Ethernet Radio shall be modular in design to allow major portions to be readily replaced in the field. Modules and assemblies shall be clearly identified with name, model number, serial number and any other pertinent information required to facilitate equipment maintenance.

2.5.2 Connectors and Harnesses.

- All external connections shall be made by means of weather-resistant connectors. The connectors shall be keyed to preclude improper hookups. All wires to and from the connectors shall be color-coded and/or appropriately marked.
- Connecting harnesses of appropriate length and terminated with matching connectors shall be provided for interconnection with the communications system equipment.
- All pins and mating connectors shall be corrosion resistant. Connectors utilizing solder type connections shall have each soldered connection covered by a piece of heat shrink tubing securely shrunk to insure that it protects the connection.

2.6 **Environmental Design Requirements.** The equipment shall meet all its specified requirements during and after subjecting to any combination of the following conditions:

Equipment	Radio and Antenna System
Operating Temperature	-22°F to +140°F
Operating Humidity	5%-95% non-condensing, weather protected

3. CONSTRUCTION

3.1 General.

- The equipment design and construction shall utilize the latest available techniques with a minimum number of parts, subassemblies, circuits, cards, and modules to maximize standardization and commonality.
- The equipment shall be designed for ease of maintenance. All component parts shall be readily accessible for inspection and maintenance.

- 3.2 **Electronic Components.** All electronic components shall comply with Special Specification, "Electronic Components".
- 3.3 **Mechanical Components.**
- All external screws, nuts and locking washers shall be stainless steel; no self-tapping screws shall be used unless specifically approved by the Engineer.
 - All parts shall be made of corrosion resistant material, such as plastic, stainless steel, anodized aluminum or brass.
 - All materials used in construction shall be protected from fungus growth and moisture deterioration.
 - Dissimilar metals shall be separated by an inert dielectric material.
- 3.4 **Documentation Requirements.** Documentation requirements shall be in accordance with Special Specification, "Testing, Training, Documentation, Final Acceptance and Warranty", Article 4.
- 3.5 **Testing.** Testing shall be in accordance with Special Specification, "Testing, Training, Documentation, Final Acceptance and Warranty", Article 2.
- 3.6 **Training.** Training shall be in accordance with Special Specification, "Testing, Training, Documentation, Final Acceptance and Warranty", Article 3.
- 3.7 **Warranty.** Warranty shall be in accordance with Special Specification, "Testing, Training, Documentation, Final Acceptance and Warranty", Article 5.

4. MEASUREMENT

This Item will be measured as each 5 GHz Ethernet Radio furnished, installed, made fully functional and tested in accordance with the Special Specifications.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "5 GHz Ethernet Radio". This price will include all equipment described under this Item with all cables and connectors; all documentation and testing and shall also include the cost of furnishing all labor, materials, warranty, training, equipment, and incidentals.

Special Specification 6090

LED Internally Illuminated Street Name Signs



1. DESCRIPTION

Furnish, fabricate, and install light emitting diode (LED) internally illuminated street name (IISN) signs attached to traffic signal poles as shown on the plans.

2. MATERIALS

Provide new materials that comply with the details shown on the plans, the requirements of this Item, and the pertinent requirements of the following Items:

- Item 445, "Galvanizing"
- Item 446, "Field Cleaning and Painting Steel"
- Item 620, "Electrical Conductors"
- Item 621, "Tray Cable"

Furnish and fabricate LED IISN sign assemblies and associated mounting hardware from new materials that comply with this specification. Provide single side message or double side message signs as shown on the plans.

Furnish 6 sets of submittals, of the LED IISN and mounting hardware, to the Engineer at the project address. Do not begin work or purchase materials before the submittals are approved by the Engineer.

- 2.1. **General Requirements.** Ensure sign assembly standard lengths are between 4 ft. and 10 ft. Ensure standard viewable heights are between 15 in. and 30 in. Use single or double faced signs as required by plans. Ensure maximum weight of the sign does not exceed maximum capacity of IISN support arms.

Construct sign fixture housing from 5000 or 6000 series aluminum. Powder-coat paint all exterior fixture housing glossy black or as shown on the plans. Ensure paint exceeds 1000-hr. salt-spray test in accordance with ASTM B117. IISN housing must be rated as NEMA type 3R. Use stainless steel screws and hardware.

Ensure sign panels, light sources, light engines, and power supplies can be replaced without sign removal. The sign shall be capable of continuous operation over a range in temperatures from -10°F to +140°F.

- 2.2. **LED Requirements.** Provide high flux LED's that are rated to maintain a minimum 70% of their initial lumens after 60,000 hr. according to IESNA LM-80-08. Ensure the LED arrays or modules will continue to operate if one LED goes out. Provide light engine and LED arrays or modules that are replaceable without removing the sign.

- 2.3. **Sign Panel Requirements.** Ensure the front panel of the sign is ultraviolet, weather, abrasion and impact resistant high impact strength polycarbonate, acrylic or a glass-fiber reinforced polyester fluoride. The front panel will be replaceable for future maintenance purposes. Provide translucent reflective type D sheeting and colored transparent acrylic film as per TxDOT DMS - 8300, "Sign Face Material."

As per Texas Manual on Uniform Traffic Control Devices Section 2D.38, street name signs will have a white legend on a green background. A border, if used, will be the same color as the legend. The lettering should be at least 8 inch capital letters, or upper/lower case letters. Supplementary lettering to indicate the type of street (such as Street, Avenue, or Road) or the section of the City (such as SE) may be in smaller lettering, at least 3 in. high. Ensure letter font type is Clearview - 2W as shown on *Standard Highway Sign Designs for Texas*, D3-1 Overhead Mount.

- 2.4. **Electrical and Illumination Requirements.** Provide IISN that will operate at 120 VAC. Ensure product meets standard for electric signs UL 48. The on-board circuitry of an IISN shall include voltage surge protection, to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.8, NEMA Standard TS 2-2003. The power supply shall be housed inside the sign enclosure. Power supply shall be UL Class 2 limited output voltage and current plus isolation for safe operation, and UL rated for outdoor damp locations. Power supply shall be IP 64 Outdoor Rated. The light source shall evenly illuminate the sign panel. The average luminance over the entire panel surface will be uniform.

- 2.5. **Support Requirements.** The sign shall be designed and constructed to withstand 110 mph wind loads in conformance with the requirements of the AASHTO publication *Standard Specifications for Structural Supports of Highway Signs, Luminaires and Traffic Signals* (5th Edition 2009).

The sign must be supplied with mounting brackets from the manufacturer (swinging or rigid mounting) as shown on the plans.

- 2.6. **Color.** The color of the legend, symbols, and background must fall within the CIE (The International Commission on Illumination) color coordinates and reflectance values listed in Table 1.

Table 1
CIE Chromaticity Coordinates and Reflectance Values

White			Green		
x	y	Reflectance	x	y	Reflectance
0.300	0.290	40 Min	0.255	0.330	3.5-10
280	0.310		0.255	0.520	
0.360	0.360		0.020	0.540	

- 2.7. **Workmanship.** The panels must exhibit good workmanship and must be free from objectionable marks or defects that would adversely affect appearance or serviceability.
- 2.8. **Warranty.** The manufacturer will replace failed IISNs, when non-operable due to defect in material or workmanship, within five years of installation with a new IISN that passes all testing, delivered and installed at the project location.

3. CONSTRUCTION

Fabricate and install internally illuminated street name signs in accordance with the details and dimensions shown on the plans, specified, or as approved by the Engineer. Install in accordance with the latest Electrical Detail Standards. Install signs level and plumb brackets or clamps. Attach IISN to traffic signal poles as per manufacturer's instructions or as shown on the plans.

Use established industry and utility safety practices when installing IISNs located near overhead or underground utilities. Consult with the appropriate utility company before beginning work.

Prevent scarring or marring of the poles, mast arms, and IISNs. Replace damaged components. Repair damaged galvanizing in accordance with Section 445.3.5, "Repairs." Repair damaged painted areas of a roadway illumination assembly in accordance with Item 446, "Field Cleaning and Painting Steel."

4. MEASUREMENT

This Item will be measured as each LED IISN sign installed.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid for at the unit bid price for "LED Internally Illuminated Street Name Signs" of the

sizes and types specified. This price is full compensation for furnishing, fabricating and installing the signs; support arm clamp assembly; liquidtight flexible metal conduit; and equipment, labor, tools, and incidentals.

New conduit will be paid for under Item 618, "Conduit." New conductors, except the conductors internal to the pole, will be paid for under Item 620, "Electrical Conductors." New tray cable, except the tray cable internal to the pole, will be paid for under Item 621, "Tray Cable."